

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

RUN-TIGER LLC, d/b/a RUN-CHICKEN,

Plaintiff,

-against-

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, and
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A TO THE
COMPLAINT,

Defendants.

ORDER

23 Civ. 774 (PGG)

PAUL G. GARDEPHE, U.S.D.J.:

Proceeding by order to show cause, Plaintiff RUN-TIGER LLC seeks a preliminary injunction against the Defendants identified in Amended Schedule A to the Complaint (Dkt. No. 27), except Defendants Golger, MIXUNSHOP, and Ningbo General Union Co., Ltd. (See Dkt. Nos. 32, 37) The Defendants against whom Plaintiff seeks a preliminary injunction will be referred to as the “Remaining Defendants.” The Remaining Defendants use the domain names and the online marketplace accounts listed in Amended Schedule A to the Complaint and Schedule A to the Preliminary Injunction Order (attached hereto). Plaintiff alleges that the Remaining Defendants operate one or more commercial, interactive Internet stores through which New York residents can purchase counterfeit RUN-CHICKEN products infringing on Plaintiff’s copyrights – which are covered by U.S. Copyright Office Registration Nos. VA 2-330-915 and VA 2-330-811 (the “RUN-CHICKEN Copyrights”) – and trademarks – which are covered by U.S. Patent and Trademark Office Registration Nos. 6,454,213 and 6,939,573 (the “RUN-CHIICKEN Trademarks”).

The Court has reviewed the papers submitted in support of Plaintiff's application for a preliminary injunction. The Court concludes that it has personal jurisdiction over all of the Remaining Defendants because they directly target their business toward consumers in the United States, including in New York, and have each consummated a sale with a New York consumer. (Tom Decl., Ex. 2 (Dkt. Nos. 28-29))

The Court further finds that Plaintiff has offered evidence satisfying each of the necessary elements for issuance of a preliminary injunctive against the Remaining Defendants: Plaintiff has shown a likelihood of success on the merits; that no remedy at law exists; and that it will suffer irreparable harm in the absence of an injunction. In this regard, this Court finds that:

1. Through the Declarations of Jure Markic and Christopher Tom and accompanying evidence, Plaintiff has shown a prima facie case of trademark infringement because (1) the RUN-CHICKEN Trademarks are distinctive marks and registered with the U.S. Patent and Trademark Office on the Principal Register, (2) PI Defendants are not licensed or authorized to use the RUN-CHICKEN Trademarks, and (3) PI Defendants' use of the RUN-CHICKEN Trademarks is causing a likelihood of confusion as to the origin or sponsorship of PI Defendants' products with Plaintiff's

2. Plaintiff has also shown a prima facie case of copyright infringement because the Remaining Defendants have copied Plaintiff's copyrights for images of the Run-Chicken products without Plaintiff's consent;

3. The Remaining Defendants' continued and unauthorized use of the RUN-CHICKEN Copyrights and RUN-CHICKEN Trademarks irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales;

4. Monetary damages will not address such damage and, therefore, Plaintiff does not have an adequate remedy at law; and

5. The public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by the Remaining Defendants' actions.

The Court therefore determines that a preliminary injunction is warranted under Federal Rule of Civil Procedure 65.

NOW THEREFORE, on this 18th day of May, 2023, this Court ORDERS that:

1. The Remaining Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with them be temporarily enjoined and restrained from:

a. using the RUN-CHICKEN Copyrights and RUN-CHICKEN Trademarks or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Run-Chicken product or not authorized by Plaintiff to be sold in connection with the RUN-CHICKEN Copyrights and RUN-CHICKEN Trademarks;

b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Run-Chicken product or any other product produced by Plaintiff that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under the RUN-CHICKEN Copyrights and RUN-CHICKEN Trademarks;

c. committing any acts calculated to cause consumers to believe that the Remaining Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;

d. further infringing the RUN-CHICKEN Copyrights and RUN-CHICKEN

Trademarks and damaging Plaintiff's goodwill;

- e. otherwise competing unfairly with Plaintiff in any manner;
- f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of the RUN-CHICKEN Copyrights and RUN-CHICKEN Trademarks and/or any reproductions, counterfeit copies, or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Remaining Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which the Remaining Defendants could continue to sell counterfeit products bearing, using, or infringing on the RUN-CHICKEN Copyrights and RUN-CHICKEN Trademarks; and
- h. operating and/or hosting websites at the Remaining Defendant Domain Names and any other domain names registered or operated by the Remaining Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing or using the RUN-CHICKEN Copyrights and RUN-CHICKEN Trademarks or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine Run-Chicken product or not authorized by Plaintiff to be sold in connection with the RUN-CHICKEN Copyrights and RUN-CHICKEN Trademarks.

2. Each of the Remaining Defendants, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address, (b) all websites and online marketplace accounts on any platform that they own and/or operate, (c) their financial accounts, including, by way of example,

all bank AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First accounts, and (d) the steps taken by each Remaining Defendant to comply with paragraph 1, a through h, above.

3. The domain name registries for the Remaining Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afilias Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall disable the Remaining Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

4. Those in privity with the Remaining Defendants and with actual notice of this Order, including any online marketplaces such as Alibaba, Walmart, and eBay, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing, and Yahoo, web hosts for the Remaining Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:

a. disable and cease providing services for any accounts through which the Remaining Defendants engage in the sale of counterfeit and infringing goods using the RUN-CHICKEN Trademarks and RUN-CHICKEN Copyrights, including any accounts associated with the Remaining Defendants;

b. disable and cease displaying any advertisements used by or associated with the Remaining Defendants in connection with the sale of counterfeit and infringing goods using the RUN-CHICKEN Trademarks and RUN-CHICKEN Copyrights; and

c. take all steps necessary to prevent links to the Remaining Defendant

Domain Names from displaying in search results, including but not limited to, removing links to the Remaining Defendant Domain Names from any search index.

5. The Remaining Defendants and any third party with actual notice of this Order who is providing services for any of the Remaining Defendants, or in connection with any of the Remaining Defendants' websites at the Remaining Defendant Domain Names or other websites operated by the Remaining Defendants, including, without limitation, any online marketplace platforms such as Amazon, Wish, DHGate, Joom, Alibaba, Walmart, and eBay, Facebook, Internet Service Providers ("ISP"), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First, third party processors and other payment processing service providers, shippers, and domain name registrars (collectively, the "Third Party Providers") shall, within five (5) business days after receipt of such notice, provide to Plaintiff expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:

a. the identities and locations of the Remaining Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;

b. the nature of the Remaining Defendants' operations and all associated sales and financial information, including, without limitation, identifying information associated with the Online Marketplace Accounts, the Remaining Defendant Domain Names, and the

Remaining Defendants' financial accounts, as well as providing a full accounting of the Remaining Defendants' sales and listing history related to their respective Online Marketplace Accounts and the Remaining Defendant Domain Names;

c. the Remaining Defendants' websites and/or any Online Marketplace Accounts;

d. the Remaining Defendant Domain Names or any domain name registered by Remaining Defendants; and

e. any financial accounts owned or controlled by the Remaining Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, World First, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

6. The Remaining Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be restrained and enjoined from transferring or disposing of any money or other of the Remaining Defendants' assets until further order of this Court.

7. Western Union shall, within five (5) business days of receipt of this Order, block any Western Union money transfers and funds from being received by the Remaining Defendants until further order of this Court.

8. Amazon, Wish, DHGate, Joom, Alibaba, Walmart, and eBay shall, within five (5) business days of receipt of this Order, for any Remaining Defendant or any of the Remaining Defendants' Online Marketplace Accounts or websites:

a. locate all accounts and funds connected to and related to the Remaining Defendants, the Remaining Defendants' Online Marketplace Accounts, or the Remaining Defendants' websites, including, but not limited to, any AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First accounts connected to and related to the information listed in the attached Schedule A to this Order; and

b. restrain and enjoin any such accounts or funds from transferring or disposing of any money, or other of the Remaining Defendants' assets, until further order of this Court.

9. Any banks, savings and loan associations, payment processors, or other financial institutions, for any Remaining Defendant or any of the Remaining Defendants' Online Marketplace Accounts or websites, shall within five (5) business days of receipt of this Order:

a. locate all accounts and funds connected to the Remaining Defendants, the Remaining Defendants' Online Marketplace Accounts or the Remaining Defendants' websites, including, but not limited to, any accounts connected to the information listed in the attached Schedule A to this Order; and

b. restrain and enjoin such accounts from receiving, transferring, or disposing of any money or other of the Remaining Defendants' assets until further ordered by this Court.

10. Plaintiff may provide notice of these proceedings to the Remaining Defendants by delivering, via e-mail, (1) PDF copies of this Order and other relevant documents or (2) a link to a website where PDF copies of this Order and other relevant documents can be downloaded. Such alternative service by electronic means shall constitute notice reasonably calculated to apprise the Remaining Defendants of the pendency of this action and afford them the opportunity to present their objections. Such alternative service by electronic means shall be made within five days of this Order.

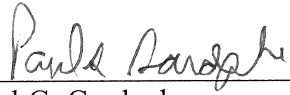
11. All Remaining Defendants in this action having been served (Dkt. No. 34), the Clerk of Court is directed to unseal Amended Schedule A to the Complaint (Dkt. No. 27) and Exhibit 2 to the Declaration of Christopher Tom. (Dkt. Nos. 28, 28-1 – 28-40, 29, 29-1 – 29-27)

12. Any Remaining Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court.

13. The five-thousand-dollar (\$5,000.00) bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

Dated: New York, New York
May 18, 2023

SO ORDERED.



Paul G. Gardephe
United States District Judge

SCHEDULE A

Doe No.	Defendant Seller	Defendant Online Marketplace
101	A_AIFAMY	https://www.amazon.com/sp?seller=A3PIZLEX7MG SBJ
102	Aiwan E-commerce Co., Ltd	https://www.amazon.com/sp?seller=A2MPDP5UYH FKZS
104	Allwin Radios	https://www.amazon.com/sp?seller=A2EE5GBE3SY 6XZ
121	Guanyanyi	https://www.amazon.com/sp?seller=A3KP4VQQVE4 8DX
129	mansor shop	https://www.amazon.com/sp?seller=A2STENFDSOI RVN
132	MM Craft	https://www.amazon.com/sp?seller=A26767DCLYO QS1
141	Ramwans Direct	https://www.amazon.com/sp?seller=A3O0J9GZEC D1W
144	STGH Direct	https://www.amazon.com/sp?seller=ANB2BHCB6T V4D
148	tdyzbao	https://www.amazon.com/sp?seller=A1059KFOJNY DV8
150	usvery	https://www.amazon.com/sp?seller=AWOGFDEQNS T0Y
164	dblt	https://www.dhgate.com/store/about-us/21819060.html
165	dbpi	https://www.dhgate.com/store/about-us/21819089.html
166	detu	https://www.dhgate.com/store/about-us/21819066.html
170	gm4l	https://www.dhgate.com/store/about-us/21818267.html
172	h0p7	https://www.dhgate.com/store/about-us/21819222.html
174	lzx7p	https://www.dhgate.com/store/about-us/21800465.html
175	n0uj	https://www.dhgate.com/store/about-us/21818268.html
176	nvni	https://www.dhgate.com/store/about-us/21819072.html
177	ok6i	https://www.dhgate.com/store/about-us/21819077.html

Doe No.	Defendant Seller	Defendant Online Marketplace
179	phs1	https://www.dhgate.com/store/about-us/21818265.html
180	pyouyig2	https://www.dhgate.com/store/about-us/21751277.html
181	qi4q	https://www.dhgate.com/store/about-us/21818119.html
183	v2d8	https://www.dhgate.com/store/about-us/21819063.html
186	w9ro	https://www.dhgate.com/store/about-us/21819079.html
188	xklv	https://www.dhgate.com/store/about-us/21819091.html
189	abcdqqa	https://www.ebay.com/usr/abcdqqa
190	abedalmged	https://www.ebay.com/usr/abedalmged
192	allud-21	https://www.ebay.com/usr/allud-21
193	anmde7769	https://www.ebay.com/usr/anmde7769
198	capricor-2916	https://www.ebay.com/usr/capricor-2916
199	cheer-905622	https://www.ebay.com/usr/cheer-905622
200	dangers14	https://www.ebay.com/usr/dangers14
201	deli games shop	https://www.ebay.com/usr/deli_games_shop
202	df19-qdiwlmec	https://www.ebay.com/usr/df19-qdiwlmec
207	green-design	https://www.ebay.com/usr/green-design
208	jakic16	https://www.ebay.com/usr/jakic16
210	magic zone	https://www.ebay.com/usr/magic_zone
211	mensame-63	https://www.ebay.com/usr/mensame-63
212	moli-store	https://www.ebay.com/usr/moli-store
215	odfc55	https://www.ebay.com/usr/odfc55
217	panda of china	https://www.ebay.com/usr/panda_of_china
223	wangbowen8899-1	https://www.ebay.com/usr/wangbowen8899-1
224	weiltestore	https://www.ebay.com/usr/weiltestore
232	AoZoA09	https://www.joom.com/en/stores/636b562e89bc53ce5e600c91
243	CHENGDUWEIYUEZHENY USHANGMAOYOUXIANGO NGSI	https://www.walmart.com/reviews/seller/101198309
244	G-CHEN	https://www.walmart.com/reviews/seller/101276139
245	Guangzhou Zhimei Trading Co., LTD	https://www.walmart.com/reviews/seller/101230648
246	Haikou	https://www.walmart.com/reviews/seller/101268985

Doe No.	Defendant Seller	Defendant Online Marketplace
249	MDHAND Direct	https://www.walmart.com/reviews/seller/101111604
250	Mian yang bo yuan lai ke ji you xian gong si	https://www.walmart.com/reviews/seller/101276289
252	Qi Xun Ha Beauty Co., Ltd	https://www.walmart.com/reviews/seller/101282044
255	XuanMing	https://www.walmart.com/reviews/seller/101293842
256	2020WIN	https://www.wish.com/merchant/5e7defbd1c5f90a221cd3acb
257	cesar josé quijada	https://www.wish.com/merchant/5ddacd4fa0371350f17f4877
258	eshop1	https://www.wish.com/merchant/5e898ae199a1f951b3d4501d
261	liuhaijiao	https://www.wish.com/merchant/5b724d3359030b1e908b9219
262	Meng Laite trading company in Shenzhen, China	https://www.wish.com/merchant/54984935653d5121ae54181c
263	MUMU_WIND	https://www.wish.com/merchant/5a71e015a6bf7a6ad479fe1d
264	Newtonchen	https://www.wish.com/merchant/5ab8b318ddf45b2b28df31b9
265	pinkwing	https://www.wish.com/merchant/58f5c7f4c509bf5bf0f48bee
268	shenzhenshitailianhuikejiyouxi angongsi	https://www.wish.com/merchant/5577cdcdc3ab512e59172e6c
269	tangrui	https://www.wish.com/merchant/5a38ea265c52446a4528e764
270	we call it hope	https://www.wish.com/merchant/594f2776d85e692f11b2758f
271	wilkmeet	https://www.wish.com/merchant/5d525f83838897077f52e8af